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8 Attorneys for Plaintiff
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 EVAN BALTIERRA,
aka "Evanb49,"
16 aka "Pixie_dust_4,"
aka "Narli,"
17 aka "rionheart,"

18 Defendant.

CR No. 8:22-cr-00083-FMO

PLEA AGREEMENT FOR DEFENDANT
EVAN BALTIERRA

19
20 1. This constitutes the plea agreement between Evan Baltierra
21 ("defendant") and the United States Attorney's Office for the Central
22 District of California (the "USAO") in the above-captioned case.
23 This agreement is limited to the USAO and cannot bind any other
24 federal, state, local, or foreign prosecuting, enforcement,
25 administrative, or regulatory authorities.

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:
28

1 a. Give up the right to indictment by a grand jury and,
2 at the earliest opportunity requested by the USAO and provided by the
3 Court, appear and plead guilty to a single count information in the
4 form attached to this agreement as Exhibit A, or a substantially
5 similar form, which charges defendant with Stalking, in violation of
6 18 U.S.C. §§ 2261A(2)(A), (B), 2261(b)(5).

7 b. Not contest facts agreed to in this agreement.

8 c. Abide by all agreements regarding sentencing contained
9 in this agreement.

10 d. Appear for all court appearances, surrender as ordered
11 for service of sentence, obey all conditions of any bond, and obey
12 any other ongoing court order in this matter.

13 e. Not commit any crime; however, offenses that would be
14 excluded for sentencing purposes under United States Sentencing
15 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
16 within the scope of this agreement.

17 f. Be truthful at all times with the United States
18 Probation and Pretrial Services Office and the Court.

19 g. Pay the applicable special assessment at or before the
20 time of sentencing unless defendant has demonstrated a lack of
21 ability to pay such assessments.

22 h. Agree to and not oppose the imposition of the
23 following conditions of probation or supervised release:

24 i. Defendant shall possess and use only those
25 Digital Devices and Internet Accounts that have been disclosed to,
26 and approved by, the United States Probation and Pretrial Services
27 Office upon commencement of supervision. Any changes or additions to
28 Digital Devices or Internet Accounts are to be disclosed to, and

1 approved by, the Probation Officer prior to the first use of same.
2 Disclosure shall include both user names and passwords for all
3 Digital Devices and Internet Accounts. Digital Devices include, but
4 are not limited to, personal computers, tablet computers such as
5 iPads, mobile/cellular telephones, personal data assistants, digital
6 storage media, devices or media which provide access to electronic
7 games, devices that can access or can be modified to access the
8 Internet, as well as any of their peripheral equipment. Internet
9 Accounts include, but are not limited to, email accounts, social
10 media accounts, electronic bulletin boards, or other account on the
11 Internet;

12 ii. After the Probation Officer has given defendant
13 approval to use a particular Digital Device or Internet Account,
14 defendant need not notify the Probation Officer about subsequent use
15 of that particular Digital Device or Internet Account. Defendant
16 shall, however, notify his Probation Officer of any additions to,
17 removals from, or other modifications of the hardware or software on
18 any Digital Device or Internet Account that defendant causes to
19 occur, within one week of that addition, removal or modification.
20 The defendant shall not hide or encrypt files or data without
21 specific prior approval from the Probation Officer;

22 iii. Defendant shall provide the Probation Officer
23 with all billing records for any service or good relating to any
24 Digital Device or Internet Account, including those for cellular
25 telephone, cable, Internet and satellite services, as requested by
26 the Probation Officer, so that the Probation Officer can verify
27 compliance with these requirements;

28 iv. Defendant consents to search at any time of the

1 day or night, with or without a search warrant, warrant of arrest,
2 probable cause, or reasonable suspicion by any probation officer or
3 law enforcement officer -- and waives any right to object to any
4 search and seizure -- of any Digital Device or Internet Account used
5 by defendant;

6 v. Defendant shall comply with the rules and
7 regulations of the Computer Monitoring Program. Defendant shall pay
8 the cost of the Computer Monitoring Program, in an amount not exceed
9 \$32 per month per device connected to the internet;

10 vi. Defendant shall not possess, or attempt to
11 possess, any materials, whether in hard copy, digital, electronic, or
12 any other form, that depict sexually explicit and/or nude images of
13 Victim 1 and/or that contain personal identifying information Victim
14 1;

15 vii. Defendant shall not knowingly contact, or attempt
16 to contact, the Victims, or their families, including but not limited
17 to their parents, siblings, other relatives, any spouse or
18 significant other with whom victims may share an intimate
19 relationship, and any children of the Victims (all whether existing
20 now or during the pendency of any term of supervised release, and
21 collectively "the Victims' Families"), directly or indirectly by any
22 means, including but not limited to in person, by mail, telephone,
23 email, text message, or other electronic means, or through a third
24 party; and

25 viii. Defendant shall not attempt to locate the
26 Victims or the Victims' Families, or attempt to obtain information
27 concerning the whereabouts, phone numbers, email addresses, or other
28 personal identifiers of the Victims or the Victims' Families.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

d. Recommend that defendant be sentenced to a term of imprisonment no higher than the low end of the applicable Sentencing Guidelines range, provided that the offense level used by the Court to determine that range is 19 or higher and provided that the Court does not depart downward in offense level or criminal history category. For purposes of this agreement, the low end of the Sentencing Guidelines range is that defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

NATURE OF THE OFFENSE

4. Defendant understands that for defendant to be guilty of the crime charged, that is, Stalking, in violation of Title 18, United States Code, Sections 2261A(2)(A), (B), 2261(b)(5), the following must be true: (1) defendant, with the intent to harass or intimidate another person; (2) used the mail, any interactive computer service or electronic communication service or electronic communication system of interstate commerce, or any other facility of interstate or foreign commerce; (3) to engage in a course of conduct

1 that (a) placed that person in reasonable fear of death and serious
2 bodily injury to that person or an immediate family member of that
3 person, or (b) caused, attempted to cause, or would reasonably be
4 expected to cause, substantial emotional distress to that person, or
5 an immediate family member of that person.

6 PENALTIES AND RESTITUTION

7 5. Defendant understands that the statutory maximum sentence
8 that the Court can impose for a violation of Title 18, United States
9 Code, Sections 2261A(2)(A), (B), 2261(b)(5) is: 5 years'
10 imprisonment; a 3-year period of supervised release; a fine of
11 \$250,000; and a mandatory special assessment of \$100.

12 6. Defendant understands that defendant will be required to
13 pay full restitution to the victim(s) of the offense to which
14 defendant is pleading guilty. Defendant agrees that, in return for
15 the USAO's compliance with its obligations under this agreement, the
16 Court may order restitution to persons other than the victim(s) of
17 the offense to which defendant is pleading guilty and in amounts
18 greater than those alleged in the count to which defendant is
19 pleading guilty. In particular, defendant agrees that the Court may
20 order restitution to any victim of any of the following for any
21 losses suffered by that victim as a result: (a) any relevant conduct,
22 as defined in U.S.S.G. § 1B1.3, in connection with the offense to
23 which defendant is pleading guilty; and (b) charges not prosecuted
24 pursuant to this agreement as well as all relevant conduct, as
25 defined in U.S.S.G. § 1B1.3, in connection with those charges.

26 7. Defendant understands that supervised release is a period
27 of time following imprisonment during which defendant will be subject
28 to various restrictions and requirements. Defendant understands that

1 if defendant violates one or more of the conditions of any supervised
2 release imposed, defendant may be returned to prison for all or part
3 of the term of supervised release authorized by statute for the
4 offense that resulted in the term of supervised release, which could
5 result in defendant serving a total term of imprisonment greater than
6 the statutory maximum stated above.

7 8. Defendant understands that, by pleading guilty, defendant
8 may be giving up valuable government benefits and valuable civic
9 rights, such as the right to vote, the right to possess a firearm,
10 the right to hold office, and the right to serve on a jury.
11 Defendant understands that he is pleading guilty to a felony and that
12 it is a federal crime for a convicted felon to possess a firearm or
13 ammunition. Defendant understands that the conviction in this case
14 may also subject defendant to various other collateral consequences,
15 including but not limited to revocation of probation, parole, or
16 supervised release in another case and suspension or revocation of a
17 professional license. Defendant understands that unanticipated
18 collateral consequences will not serve as grounds to withdraw
19 defendant's guilty plea.

20 9. Defendant and his counsel have discussed the fact that, and
21 defendant understands that, if defendant is not a United States
22 citizen, the conviction in this case makes it practically inevitable
23 and a virtual certainty that defendant will be removed or deported
24 from the United States. Defendant may also be denied United States
25 citizenship and admission to the United States in the future.
26 Defendant understands that while there may be arguments that
27 defendant can raise in immigration proceedings to avoid or delay
28 removal, removal is presumptively mandatory and a virtual certainty

1 in this case. Defendant further understands that removal and
2 immigration consequences are the subject of a separate proceeding and
3 that no one, including his attorney or the Court, can predict to an
4 absolute certainty the effect of his conviction on his immigration
5 status. Defendant nevertheless affirms that he wants to plead guilty
6 regardless of any immigration consequences that his plea may entail,
7 even if the consequence is automatic removal from the United States.

8 FACTUAL BASIS

9 10. Defendant admits that defendant is, in fact, guilty of the
10 offense to which defendant is agreeing to plead guilty. Defendant
11 and the USAO agree to the statement of facts provided below and agree
12 that this statement of facts is sufficient to support a plea of
13 guilty to the charge described in this agreement and to establish the
14 Sentencing Guidelines factors set forth in paragraph 12 below but is
15 not meant to be a complete recitation of all facts relevant to the
16 underlying criminal conduct or all facts known to either party that
17 relate to that conduct.

18 Since approximately October 2020 and continuing until
19 approximately March 2022, in the Central District of California, and
20 elsewhere, defendant used the mail and electronic communication
21 systems of interstate commerce, to engage in a course of conduct in
22 which defendant stalked, harassed, intimidated, and sent threatening
23 communications to Victim 1 and individuals associated with Victim 1.
24 Defendant stalked, harassed, intimidated, and made threats to Victim
25 1 knowing that such course of conduct would put Victim 1 in
26 reasonable fear of death or serious bodily injury and would cause,
27 attempt to cause, or would reasonably be expected to cause,
28 substantial emotional distress to Victim 1. Defendant admits that

1 his course of conduct did in fact place Victim 1 in fear of death or
2 serious bodily injury to herself and others and caused substantial
3 emotional distress to Victim 1.

4 Specifically, after defendant met Victim 1, a video game
5 streamer who received income from that activity, at a gaming
6 convention in Anaheim, California, defendant asked to visit Victim 1
7 in her hometown, which made Victim 1 uncomfortable. After Victim 1
8 blocked defendant on various social media accounts, starting in
9 approximately June 2020, defendant created hundreds of social media
10 accounts in order to send Victim 1 threatening messages. The
11 messages defendant sent Victim 1, included, among others:

- 12 • A December 8, 2020 message via Twitter that read, "You are
13 so fked [Victim 1] just don't know it yet."
- 14 • A January 14, 2021 message via Twitter that read in part,
15 "[t]imes ticking . . . waiting for the right opportunity."
- 16 • A February 13, 2021 message via Twitter that read in part,
17 "it's only a matter of time . . . will take some time but a
18 plan will go into effect later."

19 In approximately October 2020, defendant hired an unknown third
20 party through an instant messaging mobile application to create
21 multiple photoshopped nude images of Victim 1 that placed Victim 1's
22 face onto pornographic images. Beginning in approximately November
23 2020 and continuing to March 2022, defendant posted the photoshopped
24 nude images to multiple pornographic websites and internet forums,
25 sent the images to friends and family members of Victim 1. Defendant
26 further posted links to the photoshopped nude images on various
27 social media websites and told others online to search for Victim 1's
28 name in order to see naked pictures of her.

1 In approximately January 2021, Victim 1 obtained a temporary
2 restraining order against defendant in Orange County, California.
3 The temporary restraining order prohibited defendant from, among
4 other things, contacting Victim 1 directly or indirectly. After the
5 protective order was served on defendant, defendant began posting
6 Victim 1's personal information that was listed on the protective
7 order to social media websites and during her live video game
8 streams, including Victim 1's real name and city of residence.
9 Defendant further posted Victim 1's Twitter handle to pornography
10 sites along with the photoshopped nude images defendant had created.

11 During Victim 1's live streams of video games, defendant used
12 multiple accounts to continually post harassing messages.
13 Defendant's repeated postings, referred to as "spamming," made it
14 impossible for Victim 1 to stream herself playing video games and
15 forced her to stop streaming in approximately February 2021.

16 In approximately April 2021, in lieu of a court hearing on a
17 permanent restraining order, defendant and Victim 1 reached a
18 settlement in which defendant agreed to not contact Victim 1 or her
19 family and friends, in exchange for Victim 1 dissolving the temporary
20 restraining order.

21 Following the settlement on the restraining order, defendant
22 continued to harass and stalk Victim 1. On June 7, 2021, defendant
23 contacted Victim 1's local police department and requested that the
24 police conduct a welfare check on Victim 1 by falsely telling police
25 that Victim 1 threatened to kill herself online. In the call,
26 defendant attempted to obtain Victim 1's home address from the
27 dispatcher. The call resulted in local law enforcement arriving at
28 Victim 1's residence for a welfare check.

1 Between January 2022 and March 2022, defendant continued sending
2 Victim 1 threatening messages through anonymous social media
3 accounts. Messages defendant sent included "get the casket ready"
4 and "I've hired someone to come get you." On March 5, 2022,
5 defendant sent Victim 1 and others an email that stated Victim 1
6 would "be directly responsible for friends, family and other close
7 ones to get affected in a very bad way." Defendant further stated
8 "[y]ou know who the most dangerous people are in the world? The ones
9 who don't care what they lose to achieve their goal."

10 On or about March 12, 2022, defendant sent a letter to Victim
11 1's boyfriend's parents. In the letter, defendant referenced the
12 photoshopped nude images of Victim 1 being "all over the internet
13 nonstop." Defendant further stated that Victim 1 "had to quit
14 streaming and ended up in the hospital due to stress and went to
15 therapy" as a result of defendant's harassment. Defendant stated
16 that the situation was going to end very badly for Victim 1.

17 On or about March 15, 2022, defendant sent Victim 1 an
18 unsolicited suspicious package that was later determined to contain a
19 box of condoms.

20 SENTENCING FACTORS

21 11. Defendant understands that in determining defendant's
22 sentence the Court is required to calculate the applicable Sentencing
23 Guidelines range and to consider that range, possible departures
24 under the Sentencing Guidelines, and the other sentencing factors set
25 forth in 18 U.S.C. § 3553(a). Defendant understands that the
26 Sentencing Guidelines are advisory only, that defendant cannot have
27 any expectation of receiving a sentence within the calculated
28 Sentencing Guidelines range, and that after considering the

1 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 2 be free to exercise its discretion to impose any sentence it finds
 3 appropriate up to the maximum set by statute for the crime of
 4 conviction.

5 12. Defendant and the USAO agree to the following applicable
 6 Sentencing Guidelines factors:

7	Base Offense Level:	18	U.S.S.G. § 2A6.2(a)
8	Violation of a Court		
9	Protection Order and a		U.S.S.G.
10	Pattern of		
	Harassment/Stalking	+4	§ 2A6.2(b)(1)(A), (E)

11 Defendant and the USAO reserve the right to argue that additional
 12 specific offense characteristics, adjustments, and departures under
 13 the Sentencing Guidelines are appropriate.

14 13. Defendant understands that there is no agreement as to
 15 defendant's criminal history or criminal history category.

16 14. Defendant and the USAO reserve the right to argue for a
 17 sentence outside the sentencing range established by the Sentencing
 18 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
 19 (a)(2), (a)(3), (a)(6), and (a)(7).

20 WAIVER OF CONSTITUTIONAL RIGHTS

21 15. Defendant understands that by pleading guilty, defendant
 22 gives up the following rights:

- 23 a. The right to persist in a plea of not guilty.
- 24 b. The right to a speedy and public trial by jury.
- 25 c. The right to be represented by counsel -- and if
- 26 necessary have the Court appoint counsel -- at trial. Defendant
- 27 understands, however, that, defendant retains the right to be
- 28

1 represented by counsel -- and if necessary have the Court appoint
2 counsel -- at every other stage of the proceeding.

3 d. The right to be presumed innocent and to have the
4 burden of proof placed on the government to prove defendant guilty
5 beyond a reasonable doubt.

6 e. The right to confront and cross-examine witnesses
7 against defendant.

8 f. The right to testify and to present evidence in
9 opposition to the charges, including the right to compel the
10 attendance of witnesses to testify.

11 g. The right not to be compelled to testify, and, if
12 defendant chose not to testify or present evidence, to have that
13 choice not be used against defendant.

14 h. Any and all rights to pursue any affirmative defenses,
15 Fourth Amendment or Fifth Amendment claims, and other pretrial
16 motions that have been filed or could be filed.

17 WAIVER OF APPEAL OF CONVICTION

18 16. Defendant understands that, with the exception of an appeal
19 based on a claim that defendant's guilty plea was involuntary, by
20 pleading guilty defendant is waiving and giving up any right to
21 appeal defendant's conviction on the offense to which defendant is
22 pleading guilty. Defendant understands that this waiver includes,
23 but is not limited to, arguments that the statute to which defendant
24 is pleading guilty is unconstitutional, and any and all claims that
25 the statement of facts provided herein is insufficient to support
26 defendant's plea of guilty.

WAIVER OF APPEAL AND COLLATERAL ATTACK

17. Defendant agrees that, provided the Court imposes a term of imprisonment within or below the range corresponding to an offense level of 19 and the criminal history category calculated by the Court, defendant gives up the right to appeal all of the following:

(a) the procedures and calculations used to determine and impose any portion of the sentence, (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) to the extent permitted by law, the constitutionality or legality of defendant's sentence, provided it is within the statutory maximum; (e) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (f) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7); and any conditions of probation or supervised release agreed to by defendant in paragraph 2 above.

18. The USAO agrees that, provided (a) all portions of the sentence are at or below the statutory maximum specified above and (b) the Court imposes a term of imprisonment within or above the range corresponding to an offense level of 19 and the criminal history category calculated by the Court, the USAO gives up its right to appeal any portion of the sentence.

19. Defendant also gives up any right to bring a post-conviction collateral attack on the conviction or sentence, including any order of restitution, except a post-conviction collateral attack

1 based on a claim of ineffective assistance of counsel, a claim of
2 newly discovered evidence, or an explicitly retroactive change in the
3 applicable Sentencing Guidelines, sentencing statutes, or statutes of
4 conviction. Defendant understands that this waiver includes, but is
5 not limited to, arguments that the statute to which defendant is
6 pleading guilty is unconstitutional, and any and all claims that the
7 statement of facts provided herein is insufficient to support
8 defendant's plea of guilty.

9 RESULT OF WITHDRAWAL OF GUILTY PLEA

10 20. Defendant agrees that if, after entering a guilty plea
11 pursuant to this agreement, defendant seeks to withdraw and succeeds
12 in withdrawing defendant's guilty plea on any basis other than a
13 claim and finding that entry into this plea agreement was
14 involuntary, then (a) the USAO will be relieved of all of its
15 obligations under this agreement; and (b) should the USAO choose to
16 pursue any charge that was either dismissed or not filed as a result
17 of this agreement, then (i) any applicable statute of limitations
18 will be tolled between the date of defendant's signing of this
19 agreement and the filing commencing any such action; and
20 (ii) defendant waives and gives up all defenses based on the statute
21 of limitations, any claim of pre-indictment delay, or any speedy
22 trial claim with respect to any such action, except to the extent
23 that such defenses existed as of the date of defendant's signing this
24 agreement.

25 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

26 21. Defendant agrees that if the count of conviction is
27 vacated, reversed, or set aside, both the USAO and defendant will be
28 released from all their obligations under this agreement.

1 EFFECTIVE DATE OF AGREEMENT

2 22. This agreement is effective upon signature and execution of
3 all required certifications by defendant, defendant's counsel, and an
4 Assistant United States Attorney.

5 BREACH OF AGREEMENT

6 23. Defendant agrees that if defendant, at any time after the
7 signature of this agreement and execution of all required
8 certifications by defendant, defendant's counsel, and an Assistant
9 United States Attorney, knowingly violates or fails to perform any of
10 defendant's obligations under this agreement ("a breach"), the USAO
11 may declare this agreement breached. All of defendant's obligations
12 are material, a single breach of this agreement is sufficient for the
13 USAO to declare a breach, and defendant shall not be deemed to have
14 cured a breach without the express agreement of the USAO in writing.
15 If the USAO declares this agreement breached, and the Court finds
16 such a breach to have occurred, then: (a) if defendant has previously
17 entered a guilty plea pursuant to this agreement, defendant will not
18 be able to withdraw the guilty plea, and (b) the USAO will be
19 relieved of all its obligations under this agreement.

20 24. Following the Court's finding of a knowing breach of this
21 agreement by defendant, should the USAO choose to pursue any charge
22 that was either dismissed or not filed as a result of this agreement,
23 then:

24 a. Defendant agrees that any applicable statute of
25 limitations is tolled between the date of defendant's signing of this
26 agreement and the filing commencing any such action.

27 b. Defendant waives and gives up all defenses based on
28 the statute of limitations, any claim of pre-indictment delay, or any

1 speedy trial claim with respect to any such action, except to the
2 extent that such defenses existed as of the date of defendant's
3 signing this agreement.

4 c. Defendant agrees that: (i) any statements made by
5 defendant, under oath, at the guilty plea hearing (if such a hearing
6 occurred prior to the breach); (ii) the agreed to factual basis
7 statement in this agreement; and (iii) any evidence derived from such
8 statements, shall be admissible against defendant in any such action
9 against defendant, and defendant waives and gives up any claim under
10 the United States Constitution, any statute, Rule 410 of the Federal
11 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
12 Procedure, or any other federal rule, that the statements or any
13 evidence derived from the statements should be suppressed or are
14 inadmissible.

15 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

16 OFFICE NOT PARTIES

17 25. Defendant understands that the Court and the United States
18 Probation and Pretrial Services Office are not parties to this
19 agreement and need not accept any of the USAO's sentencing
20 recommendations or the parties' agreements to facts or sentencing
21 factors.

22 26. Defendant understands that both defendant and the USAO are
23 free to: (a) supplement the facts by supplying relevant information
24 to the United States Probation and Pretrial Services Office and the
25 Court, (b) correct any and all factual misstatements relating to the
26 Court's Sentencing Guidelines calculations and determination of
27 sentence, and (c) argue on appeal and collateral review that the
28 Court's Sentencing Guidelines calculations and the sentence it

1 chooses to impose are not error, although each party agrees to
2 maintain its view that the calculations in paragraph 12 are
3 consistent with the facts of this case. While this paragraph permits
4 both the USAO and defendant to submit full and complete factual
5 information to the United States Probation and Pretrial Services
6 Office and the Court, even if that factual information may be viewed
7 as inconsistent with the facts agreed to in this agreement, this
8 paragraph does not affect defendant's and the USAO's obligations not
9 to contest the facts agreed to in this agreement.

10 27. Defendant understands that even if the Court ignores any
11 sentencing recommendation, finds facts or reaches conclusions
12 different from those agreed to, and/or imposes any sentence up to the
13 maximum established by statute, defendant cannot, for that reason,
14 withdraw defendant's guilty plea, and defendant will remain bound to
15 fulfill all defendant's obligations under this agreement. Defendant
16 understands that no one -- not the prosecutor, defendant's attorney,
17 or the Court -- can make a binding prediction or promise regarding
18 the sentence defendant will receive, except that it will be within
19 the statutory maximum.

20 NO ADDITIONAL AGREEMENTS

21 28. Defendant understands that, except as set forth herein,
22 there are no promises, understandings, or agreements between the USAO
23 and defendant or defendant's attorney, and that no additional
24 promise, understanding, or agreement may be entered into unless in a
25 writing signed by all parties or on the record in court.

26 ///

27 ///

28 ///


PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

TRACY L. WILKISON
United States Attorney


JAKE D. NARE
Assistant United States Attorney

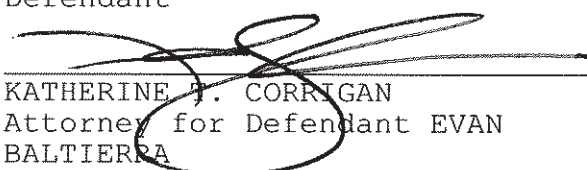
6/7/22

Date


EVAN BALTIERRA
Defendant

6/6/22

Date


KATHERINE A. CORRIGAN
Attorney for Defendant EVAN
BALTIERRA

6/6/22

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those

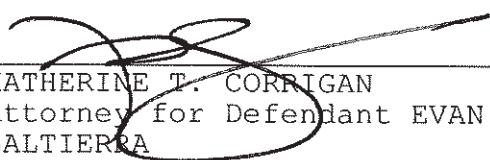
1 contained in this agreement. No one has threatened or forced me in
 2 any way to enter into this agreement. I am satisfied with the
 3 representation of my attorney in this matter, and I am pleading
 4 guilty because I am guilty of the charge and wish to take advantage
 5 of the promises set forth in this agreement, and not for any other
 6 reason.

7 
 8 EVAN BALTIERRA
 9 Defendant

6/6/22
 Date

10 CERTIFICATION OF DEFENDANT'S ATTORNEY

11 I am EVAN BALTIERRA's attorney. I have carefully and thoroughly
 12 discussed every part of this agreement with my client. Further, I
 13 have fully advised my client of his rights, of possible pretrial
 14 motions that might be filed, of possible defenses that might be
 15 asserted either prior to or at trial, of the sentencing factors set
 16 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
 17 provisions, and of the consequences of entering into this agreement.
 18 To my knowledge: no promises, inducements, or representations of any
 19 kind have been made to my client other than those contained in this
 20 agreement; no one has threatened or forced my client in any way to
 21 enter into this agreement; my client's decision to enter into this
 22 agreement is an informed and voluntary one; and the factual basis set
 23 forth in this agreement is sufficient to support my client's entry of
 24 a guilty plea pursuant to this agreement.

25 
 26 KATHERINE T. CORRIGAN
 27 Attorney for Defendant EVAN
 28 BALTIERRA

6/6/22
 Date

EXHIBIT A

Revised

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

EVAN BALTIERRA,
aka "Evanb49,"
aka "Pixie_dust_4,"
aka "Narli,"
aka "rionheart,"

Defendant.

No.

I N F O R M A T I O N

[18 U.S.C. §§ 2261A(2)(A), (B),
2261(b)(5): Stalking]

The United States Attorney charges:

[18 U.S.C. §§ 2261A(2)(A), (B), 2261(b)(5)]

1. Beginning in or around October 2020 and continuing to in or around March 2022, in Orange County, within the Central District of California, and elsewhere, defendant EVAN BALTIERRA, also known as ("aka") "Evanb49," aka "Pixie_dust_4," aka "Narli," aka "rionheart," with the intent to harass and intimidate Victim 1, used an interactive computer service, an electronic communication service, an electronic communication system of interstate commerce, and other facilities of interstate and foreign commerce, namely, email, mail, and the Internet, to engage in a course of conduct, described in

1 paragraph 2 below, that placed Victim 1 in reasonable fear of death
2 and serious bodily injury, and caused, attempted to cause, and would
3 reasonably be expected to cause substantial emotional distress to
4 Victim 1.

5 2. Defendant BALTIERRA's course of conduct included, among
6 other things, the following:

7 a. Beginning in or around October 2020 and continuing to
8 in or around March 2022, defendant BALTIERRA created hundreds of
9 social media accounts to conceal his true identity and to send Victim
10 1 threatening and harassing messages over the Internet.

11 b. On December 8, 2020, defendant BALTIERRA sent Victim 1
12 a message via Twitter that read, "You are so fked [Victim 1] just
13 don't know it yet."

14 c. On or about January 14, 2021, defendant BALTIERRA sent
15 Victim 1 a message via Twitter that read in part, "[t]imes ticking .
16 . . . waiting for the right opportunity."

17 d. On or about February 13, 2021, defendant BALTIERRA
18 sent Victim 1 a message via Twitter that read in part, "it's only a
19 matter of time . . . will take some time but a plan will go into
20 effect later."

21 e. In or about around January 2022, defendant BALTIERRA
22 hired a third party through an instant messaging mobile application
23 to create photoshopped nude images of Victim 1 that placed Victim 1's
24 face onto pornographic images.

25 f. Beginning in or around November 2020 and continuing to
26 in or around March 2022, defendant BALTIERRA posted photoshopped nude
27 images of Victim 1 to various Internet forums, including Reddit and
28 Twitter.

1 g. On or about February 2, 2021, defendant BALTIERRA sent
2 Victim 1 a text message that contained a photoshopped nude image of
3 herself.

4 h. Beginning in or around October 2020 and continuing to
5 in or around February 2021, defendant BALTIERRA used multiple
6 accounts to continually post harassing messages during Victim 1's
7 live streams of video games. Defendant BALTIERRA's repeated
8 postings, referred to as "spamming," made it impossible for Victim 1
9 to stream herself playing video games and forced her to stop
10 streaming in approximately February 2021.

11 i. On or about February 6, 2021, in response to Victim 1
12 seeking a restraining order against defendant BALTIERRA, defendant
13 BALTIERRA sent Victim 1 a message via Twitter that read, "if anything
14 does come this way it has to have some personal information on it to
15 show who sent it and their claim against you. and let's think hmm
16 what can one do with this personal information :)."

17 j. Beginning on or about May 23, 2021 and continuing
18 until in or around March 2022, defendant BALTIERRA used Victim 1's
19 personal email account to sign her up for various email lists and
20 online services, to include multiple pornographic sites.

21 k. On or about March 23, 2021, defendant BALTIERRA used
22 Victim 1's personal email account to create an "OnlyFans" account in
23 Victim 1's name that contained photoshopped nude images of her.

24 l. On or about June 7, 2021, defendant BALTIERRA called
25 Victim 1's local police department and, using a fake name, falsely
26 stated that Victim 1 made disturbing posts on the Internet to
27 convince Victim 1's local police department to conduct a welfare
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1 check on Victim 1. During the call, defendant BALTIERRA attempted to
2 obtain Victim 1's home address from the dispatcher.

3 m. In or around May 2021, defendant BALTIERRA used Victim
4 1's personal email account and photoshopped nude images of Victim 1
5 to create a sex advertisement on Craigslist in Victim 1's hometown.

6 n. On or about January 17, 2022, defendant BALTIERRA sent
7 Victim 1 a message via Twitter that read in part, "get the casket
8 ready" and "I've hired someone to come get you."

9 o. On or about March 5, 2022, defendant BALTIERRA sent
10 Victim 1, and others, a message through Twitter that read: "This is
11 addressed as a general message to everyone that [Victim 1] . . . have
12 interacted with or know. You all want to try and ignore things but a
13 day will come where [Victim 1] wishes she would have done something.
14 She will be directly responsible for friends, family and other close
15 ones to get affected in a very bad way. They wanted to involve
16 friends and family? Well others can play that game as well. You all
17 want to make a joke out of things and act like the situation won't
18 end badly for [Victim 1]. You know who the most dangerous people are
19 in the world? The ones who don't care what they lose to achieve
20 their goal. [Victim 1] will come to an end and after years of
21 planning / waiting for the right opportunity you will all say 'damn
22 something actually did happen' and maybe you shouldn't have been so
23 sassy. Might want to pass this on to [Victim 1] and Borngood. I'm
24 sure you can reach them somehow because it won't be just them
25 affected anymore."

26 p. On or about March 5, 2022, defendant BALTIERRA sent
27 Victim 1 a message on Twitter that read, "don't worry he won't have
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1 [Victim 1] around forever," "time is counting down for you," and
2 "[Victim 1] is not going to be around forever :)"

3 q. On or about March 7, 2022, defendant BALTIERRA sent
4 Victim 1 a message on Twitter that read, "Hired people to I'll come
5 and you get [sic] bitch."

6 r. On March 13, 2022, defendant BALTIERRA sent Victim 1,
7 and others, an email that read, "Think about who's still out here and
8 freely roam around. One day things are going to come crashing down
9 for [Victim 1] and everything that she loves. Think that it will
10 just drop that easily? Might want to check some mail soon as well.
11 [Victim 1] will be hunted down no matter how long it takes. And
12 everytime that slut shows up online her naked pictures and info gets
13 spread even more and everyone she interacts with gets messed with
14 also."

15 s. Between on or about March 7, 2022 and on or about
16 March 10, 2022, defendant BALTIERRA sent Victim 1's boyfriend and
17 boyfriend's parents photoshopped nude images of Victim 1, via text
18 message and email.

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1 t. On or about March 15, 2022, defendant sent Victim 1 an
2 unsolicited package that contained a box of condoms.

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